not fully performed. One who has an equitable title and can compel a transfer to himself of the legal title is the owner within the provisions of unconditional and sole ownership. *Lingerfelter* v. *Insurance Co.*, 19 Mo. App. 252. Where the provision is that the title must be a fee the mere equitable title is not enough. *Mott* v. *Insurance Co.*, 69 Hun 501. An equitable title is, however, sufficient if the policy only requires that the interest of the insured be entire, unconditional and sole ownership. *Insurance Co.* v. *Schrader*, 11 Tex. Civil App. 130, 31 S. W. 1100.

INSURANCE—SALE OF ONE COMPANY TO ANOTHER—RIGHTS OF POLICYHOLDERS AND AGENTS OF THE SELLING COMPANY.—The A Insurance Company had entered into a contract with agents to solicit and obtain business for the company and they had entered upon the contract and had expended large sums in obtaining a considerable business for the company. Agents were to be paid a percentage of the premiums, but at the time of the sale and transfer of the A company to the B company many of these premiums were in the form of notes which were not due. In the sale the B company assumed all the assets and liabilities of the A company. In an action brought by the agents for the unpaid premiums and for the breach of contract by the company, *Held*, that the sale of the company would render its policies voidable and that the purchasing company is liable for the breach of contract with the agents. *Crowell et al.* v. *Northwestern Life & Savings Co. et al.* (1906), — Minn. —, 108 N. W. Rep. 962.

This case is in accord with the authorities. It was held in *Lowell* v. *Insurance Co.*, 111 U. S. 264, that when an insurance company sells and transfers all its assets and business the effect of such transfer is to render the policies of the selling company voidable and if the policy holders chose to avoid the policies that damages may be recovered. See also *U. S.* v. *Behan*, 110 U. S. 339. Each person to a contract has a right to have performance by the person with whom he contracts. The buying company is clearly liable to the agents. It assumed all the liabilities of the A company and among them was this broken contract with the agents. Inability of the corporation to continue business is no excuse for its breach of contract with an agent. The company might have escaped liability by stipulating for an exemption at the time the contract was entered into. *Insurance Co.* v. *Lewis*, 61 Mo. 534.

MECHANIC'S LIEN—ENFORCEMENT—CROSS-BILL—RIGHT TO MAINTAIN.—Complainants seek by bill to enforce a mechanic's lien, for the making of improvements and repairs upon the defendant's dwelling house. Defendant answers by charging failure to perform the contract according to the plans and specifications; denies that anything is due the complainants, and by cross-bill charges that the complainants failed to perform the contract according to its terms by reason of which she suffered damages, stating them at length, and prays for a money judgment for the damages sustained. The complainants demurred to the cross-bill, for the reason that the answer in the nature of a cross-bill is not authorized by the lien law. *Held*, the demurrer